AMENDMENT

It is hereby agreed by and between the State of Vermont, Agency of Human Services, Department of Vermont Health Access (hereafter referred to as the "State" or the "Department") and HP Enterprise Services, LLC, a Delaware limited liability company (hereafter referred to as the "Contractor") that the Title XIX Medicaid Contract for operation of the Vermont Medicaid Management Information System (MMIS), entered into January 01, 2004 (hereafter referred to as the "Contract"), is hereby amended effective upon execution by the Department's Director, as follows:

- 1. Replace in Amendment # 14, Item #1, page 1 of 13, with the following:
- "5. Maximum amount: The State agrees to pay Contractor pursuant to the payment provisions specified in Attachment B, a sum not to exceed \$159,118,820.74
- 2. By adding Attachment F Part XIII Narrative and Price Proposal dated October 10, 2014, which is included as an attachment of this amendment on page 5.
- 3. By adding on page 14, of Attachment B to the Base Contract the following Operational Invoice/Payment schedules:

January 1, 2015 -April 30, 2015 (4 months)		
VOLUME PARAMETERS	Claims Processing	Drug Transactions
High Estimate	7,500,000	4,500,000
Median Estimate	6,000,000	3,500,000
Low Estimate	4,500,000	2,500,000
FIXED PRICE		4 Months Total
Provider Enrollment		\$ 99,105
Financial Management		\$ 603,020
Operations Management		\$ 466,854
Plan Management		\$ 136,166
Provider Management		\$ 389,045
MES IT Support		\$ 1,303,300
MES System		\$ 914,255
Subtotal		\$ 3,911,745
Added Services (As Utilized)		
Clinical Specialist		\$ 31,929
DAIL Project Coordinator		\$ 24,360
Subtotal		\$ 56,290
Subtotal Fixed Price		\$ 3,968,034
Billed As Utilized		
Postage (estimate billed as utilized)		\$ 47,493
Total Spend		\$ 4,015,527

May 1, 2015 - December 31, 2015 (8 months)			
VOLUME PARAMETERS	Claims Processing	Drug Transactions	
High Estimate	7,500,000	4,500,000	
Median Estimate	6,000,000	3,500,000	
Low Estimate	4,500,000	2,500,000	
FIXED PRICE		8 Months Total	
Provider Enrollment		\$ 198,210	
Financial Management		\$ 1,171,831	
Operations Management		\$ 933,707	
Plan Management		\$ 272,331	
Provider Management		\$ 778,090	
MES IT Support		\$ 2,606,601	
MES System		\$ 1,828,511	
Subtotal		\$ 7,789,281	
Added Services (As Utilized)			
Clinical Specialist		\$ 63,859	
DAIL Project Coordinator		\$ 48,721	
Subtotal		\$ 112,579	
Subtotal Fixed Price		\$ 7,901,861	
Billed As Utilized			
Postage (estimate billed as utilized)		\$ 94,985	
Total Spend		\$ 7,996,846	

January 1, 2016 - December 31, 2016		
VOLUME PARAMETERS	Claims Processing	Drug Transactions
High Estimate	7,500,000	4,500,000
Median Estimate	6,000,000	3,500,000
Low Estimate	4,500,000	2,500,000
FIXED PRICE		Annual Amount
Provider Enrollment		\$ 301,825
Financial Management		\$ 1,792,703
Operations Management		\$ 1,427,625
Plan Management		\$ 416,391
Provider Management		\$ 1,189,687
MES IT Support		\$ 3,985,452
MES System		\$ 2,795,765
Subtotal		\$ 11,909,448
Added Services (As Utilized)		
Clinical Specialist		\$ 101,670
DAIL Project Coordinator		\$ 77,568
Subtotal		\$ 179,238
Subtotal Fixed Price		\$ 12,088,686
Billed As Utilized		
Postage (estimate billed as utilized)		\$ 145,328
Total Annual Spend		\$ 12,234,014

PBM IMPLEMENTATION

The Department of Vermont Health Access (DVHA) has selected a new vendor for Pharmacy Benefit Manager vendor as a result of the PBM implementation, HP will be eliminating the following contract requirements that are now included in the PBM contract.

- 1. Eliminate the following Contractor Requirements related to the Drug Rebate which will be disabled as of 05/01/2015. (Distinction between HP will produce drug rebate invoices for all claims processed through 12/31/2014 and continue with the collection and dispute resolution through 04/30/2015.
 - a. 2.7.12 through 2.7.12.6.m

The operational fixed price will be reduced by \$4,276 per month beginning 05/01/2015 as a result of the elimination of these requirements.

4. By deleting Attachment C (Customary Provisions for Contracts and Grants), beginning on page 18 of 29 of the Base Agreement, revised 1/1/04, and substituting in lieu thereof Attachment C revised 3/1/15, which is an attachment beginning on page 23 of 39 of this Amendment 15.

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- 5. By deleting Attachment E (Business Associate Agreement), beginning on page 23 of 29 of the Base Agreement, revised 1/1/04, and substituting in lieu thereof Attachment E revised 9/21/13, which is an attachment beginning on page 28 of 39 of this Amendment 15.
- 6. By adding Attachment G revised 12/10/10, which is an attachment beginning on page 36 of 39 of this Amendment 15. Attachment G shall be inserted in the order of precedence of the base contract at Section 13 of page 2. Attachment G shall be number 7 (seven) in the order of precedence, and Attachment F shall be number 8 (eight) in the order of precedence.

This amendment consists of 39 pages. Except as modified by this amendment and any previous Amendments, all provisions of this contract (#8430), dated January 1, 2004, shall remain unchanged and in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

RV THE	STATE OF VERMONT.	RV THE	CONTRACTOR

STEVEN COSTANTINO, COMMISSIONER DATE
312 Hurricane Lane
Williston, VT 05495
Steven.Costantino@state.vt.us
802-879-5901
DVHA

CHERIE BERGERON, ACCOUNT EXECUTIVE/VERMONT
TITLE XIX DATE
312 Hurricane Lane/ Suite 101
Williston, VT 05495
cherie.bergeron@hp.com
802-857-2934
CONTRACTOR

Attachment F, Part XIII

HP Narrative and Price Proposal October 10, 2014

I. PBM IMPLEMENTATION

Project Overview

Background

DVHA is implementing a new PBM system, Goold Health System (hereinafter "GHS"), and assuming all drug rebate responsibilities. This will require the HP to modify and create inbound and outbound files from the MMIS system that will feed into the PBM system.

Objective

HP will make the necessary MMIS system modifications to produce files that are compatible with the new PBM system.

Contractor's Responsibilities:

Claim Payment Files

There are three outbound files that need to be created or modified and sent to GHS One inbound file to MMIS will contain a format modification. Contractor will be responsible for creation of the following files:

- Weekly Medical Claims file outbound
 - o Includes all claims that were paid, adjusted or voided during the previous week
 - o Include claim status 36,46,44,47 only
 - At startup, provide the historical claims data that includes all paid claims that we have in history
 - Create a new job script and SFTP to transfer the file to GHS
- Weekly Adjudicated Claims file outbound
 - o Includes pharmacy payments sent in the weekly claims file from the PBM
 - o Create a new job script and SFTP to transfer the file to GHS
- Daily Provider file outbound
 - Includes both prescribers and pharmacies
 - \circ Include providers with type = 009,004,005,T06,T35 and T37
 - o Include any provider with an end date between date run and 10 years prior
 - o Produce a full replacement file daily
 - Create a new job script and SFTP to transfer the file to the GHS
 - o Call center support
- Weekly Claims File inbound
 - o Modify the inbound file from the new GHS to NCPCP format

Drug Rebate Files

The Contractor will:

- J Code Crosswalk
 - o HP will provide a table
- NDC Conversion
 - o HP will provide a table
- Rebated Claims File
 - o Provide three years of pharmacy rebate historical claim data from MMIS system
 - o Provide X years of claims information from the EVAH system
- AR Invoice Header
 - Work with the new PBM to define how much of the data from this file can be provided
- AR Invoice Detail
 - Work with the new PBM to define how much of the data from this file can be provided
- Check
 - Work with the new PBM to define how much of the data from this file can be provided
- Check Apply Summary
 - Work with the new PBM to define how much of the data from this file can be provided
- Dispute History
 - o This will be provided manually and not generated out of the MMIS system
- 340B Provider
 - o This will be provided manually and not generated out of the MMIS system

Other Drug Rebate Related Items

• Electronic versions of the Rebate Invoice

Project Management

- Project Management, Design, Coding, Testing and Implementation
 - HP will participate in joint sessions with AHS and GHS during this PBM Implementation

Out of Scope

There are several other files that were in the State of Vermont's Drug Rebate File request that we do not have the data for and will not be providing these specific files to GHS.

Assumptions

- No changes to the approved file layouts for each of the three files listed above
- No additional files other than those listed above
- System testing will begin in October 2014
- PBM system will go live in January 2015

The hours provided below are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed below. HPES will be reimbursed at the modification hourly rate for additional CSR Hours as described in Section 11 of Amendment #5 of this contract.

	Total	Total	2014	2014	2015	2015
Activity/Phase	Hours	Cost	Hours	Cost	Hours	Cost
Project Management	150	\$17,726.28	14	\$1,629.32	136	\$16,096.96
Analysis Requirements Design	70	\$16,293.20	140	\$16,293.20	0	
Construction	503	\$50,640.04	308	\$35,845.04	125	\$14,795.00
Testing	70	\$ 8,200.06	43	\$5,004.34	27	\$3,195.72
Manual delivery of data	10	\$ 1,163.80	10	\$1,163.80	0	
Total	803	\$94,023.38	515	\$59,935.70	288	\$34,087.68

II.PROVIDER UPDATES: ACA

ACA Rule 6028 introduced guidelines to State Medicaid Agencies regarding Provider Credentialing and Certification for providers who are participating and being reimbursed by the Medicaid program. HP will implement the following staffing level updates to assist with the compliance of the Provider Enrollment Provisions in CMS-6028-FC. The new contractor requirements associated with this project include:

- a. Provider enrollment of all out of state attending providers.
- b. Identification and capture of disclosing entities on historical records, limited scope to 50 hours of effort

The operational fixed price will be increased by \$5,324 per month beginning 01/01/2015 to support this new requirement.

Provider Project

Background

ACA Rule 6028 introduced guidelines to State Medicaid Agencies regarding Provider Credentialing and Certification for providers who are participating and being reimbursed by the Medicaid program. This project is to identify and perform several enhancements to the MMIS system and identify process changes to meet these compliance guidelines.

Objective

Objectives of this project are to complete a detailed review of Rule 6028 and identify gaps in current Vermont processes and the MMIS system. The project continues to include detail design and analysis of the following items: The Provider Updates 2014 project also includes currently identified system modification of same and updates to impacted PSU processes.

- 1. 6028 Rule Gap Analysis Review
- 2. Enrolling Attending Providers from Out of State
- 3. Excluded Provider Listing
- 4. Disclosing Entities
- 5. Provider Enrollment Fees
- 6. Risk Assessment Process

Contractor's Responsibilities

The Contractor will:

- **6028 Rule Gap Analysis Review** Detail Review and Analysis of the Gap Analysis Document to identify any additional HP/DVHA Processes and/or System Modifications necessary to bring Vermont into compliance with the rule.
- Enrolling Attending Providers from Out of State Provider Enrollment staffing support to enroll all Out of State attending providers.
- **Excluded Provider Listing -** Create Excluded List Provider Process. (Manually created) Static list is manually posted to DVHA and/or HPES Website.
- Disclosing Entities Capture disclosing entity (controlling interest, sub-contractor relationships and managing employees) data in MMIS. Creating and executing a new process to identify and capture disclosing entities from providers on historical records and for new enrollments.
- Monthly Database Checks Create a relationship with a Third Party Vendor (LexisNexis) to perform Death, Sanctions and Medical License Verification checks for providers and disclosing entities. Detail Analysis and Design of the LexisNexis files. MMIS system modification to exchange files with LexisNexis, to create OnDemand Reports of returned LexisNexis Data (Death, Sanctions and Medical License).
- **Verification Provider Enrollment Fees** Create Process for Collecting of Provider Enrollment Fees. Estimates include 100 hours for IT changes, however not having completed the analysis and design for this effort, additional time may be necessary.
- **Risk Assessment Process** Create Risk Assessment Process and identify any necessary MMIS changes. Estimates include 100 hours for IT changes, however not having completed the analysis and design for this effort, additional time may be necessary.

Out of Scope

- Enrolling Attending Providers from Out of State System Modification to support Enrolling Attending Providers From Out of State is out of Scope.
- **Excluded Provider Listing -** System Modification to support the Excluded Provider List Process, process will be a manual.

- **Disclosing Entities** Post deployment support to Identify and capture Disclosing Entities on Historical Records is limited to 50 hours of effort.
- **Finger Printing Process** Is out of Scope at this time.

Assumptions

State resource will be available and have authority to make decisions.

Post deployment support to Identify and capture Disclosing Entities on Historical Records is limited to 50 hours of effort.

The state agrees with the selection of LexisNexis for monthly database checks.

Year 1 cost for Lexis Nexis prorated at 10 months anticipating starting with service in March, 2015.

Estimates are based upon initial figures and subject to adjustments. If there is an adjustment the HP will request to either utilize a subsequent amendment or a task order once final requirements are approved. Each of the Scope Items will be independently developed and integrated into the MMIS system.

Activity/Phase	Hours	2014	2015	2016	Cost
Project Management	215	87	128		\$25,275.14
Analysis Requirements Design	420	195	225		\$49,325.10
Construction	540	87	453		\$63,742.14
Testing	140	16	124		\$16,538.72
Implementation	50	1	49		\$5,916.02
Provider Communication Materials	115	78	37		\$13,456.96
Post Deployment Support	50	0	50		\$5,918.00
Total Hours	1530	464	1066		\$180,172.08
EDI Support	n/a				\$0.00
Third Party Software	LexisNexis* Advanced Package Year 1		\$55,166.60		\$55,166.60
	LexisNexis Advanced Package Year 2			\$69,510.00	\$69,510.00
Totals by Year		\$54,000.32	\$181,338.36	\$69,510.00	\$304,848.68

^{*}The hours and associated estimated costs provided above are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed above. HPES will be

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reimbursed at the modification hourly rate for additional CSR Hours as described in Section 11 as modified by Amendment 5.

* See next page for information on the LexisNexis Packages

LexisNexis Pricing Information

Information Available in the different **LexisNexis** packages:

Base Package	Advanced Package
Death (Deceased_Descriptions.xlsx)	Criminal
Sanctions (Discipline_Descriptions.xls)	Incarceration
GSA exclusions (Discipline_Descriptions.xls)	Sex Offender
Medical	ABMS Specialty Certification
license (Medical_License_Descriptions.xlsx)	
Gender (Medical_License_Descriptions.xlsx)	CLIA
Residency (Medical_License_Descriptions.xlsx)	DEA
Group	NPI
<pre>Practice (Medical_License_Descriptions.xlsx)</pre>	
Hospital	Business Verification
Affiliation (Medical_License_Descriptions.xlsx)	- Business name, address, phone
	- Business name, address, TaxID
	Individual Verification
	- Name, address, phone

Advanced Package

Estimated Cost	Description
\$55,166.66	Year 1 – LexisNexis Services – will be pass through charges, estimates based on 12,000 transactions per month. Year 1 prorated for 10 months at \$55,166.66 (full year subscription for Year 1 is \$66,200).
\$69,510	Year 2 – LexisNexis Services – will be pass through charges, estimates based on 14,500 transactions per month

III. HPID - HEALTH PLAN ID

The Health Plan Identifier (HPID) is a standard, unique health plan identifier required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA). HP will provide Project Management and Planning to assist the State with the gap analysis, requirement definitions and implementation approach associated with the implementation of the Health Plan ID rule.

HP provides the following estimates related to the MMIS modifications that will be necessary to support the HPID assessment project. This project will be subject to CMS approval and available funding.

Health Plan ID	Hours	Costs
Project Management	75	\$8,878.50
Assessment	125	\$14,797.50
Design	125	\$14,797.50
Total Costs	325	\$38,473.50

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*The hours and associated estimated costs provided above are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed above. HPES will be reimbursed at the modification hourly rate for additional CSR Hours as described in Section 11 as modified by Amendment 5. The estimates provided above are based on the 2015 modification hourly rate of \$118.36.

IV. BUSINESS OBJECTS LICENSES

HP will provide DVHA with 10 additional Business Objects licenses. HP will be reimbursed by DVHA in the amount of \$27,507.82 which includes the purchase of the additional licenses and 1 year of maintenance and support. HP will also extend the maintenance of the existing 95 licenses through 12/31/2015 quoted at \$20,862.84. HP will issue a separate pass-through invoice for this purchase and maintenance renewal.

V. TMSIS - REVISED

Background

The scope of this project is to implement the work required to comply with CMS specifications for the Transformed MSIS (T-MSIS) initiative. This initiative from CMS furthers the mandate of the *Patient Protection and Affordable Care Act* (ACA) § 4302. ACA 4302 requires HHS to ensure that any ongoing or new Federal health program achieve the collection and reporting of data by race, ethnicity, primary language and any other indicator of disparity. The agency is required to analyze data collected to detect and monitor trends in health disparities and disseminate this information to the relevant Federal agencies. To enable HHS and CMS compliance, the TMSIS initiative was created by CMS to enhance the MSIS data collected for CMS analysis.

The project estimates below have been updated to reflect additional CMS guidance and specifications on the TMSIS project from the original estimates and timelines provided in Amendment 14. The additional proposed hours as presented below includes work performed between August 2014 and December 2015. Contractor will....

Project Scope

- Source to Target (S2T) mapping and crosswalk work for TMSIS data elements identified by CMS in the 8 claims and non-claim files, (TPL, Prov, Elig, MC, IP, RX, LT, OT).
- Extract, Transform, and Load (ETL) construction for TPL, Provider, Eligibility, Managed Care, Inpatient claim, prescription claim, Long Term, and Other claim files.
- Integration of the common leveraged solution with DB2 db solution in VT
- Functional and data verification testing
- Leverage Solution Edit Engine

Assumptions

- No new added scope by CMS or DVHA
- Functional and data testing and test preparation effort do not exceed 6000 hours
- Edit failure resolution amongst the 8 files can be worked in parallel and the edit failure resolution can be leveraged across files

- CMS file testing results are received in a timely manner
- State resources are made available and can make decisions in a timely matter on crosswalk or definition matters that HP requires assistance

Cost

Activity/Phase	Project Hours included in Amendment 14	Original Cost included in Amendment 14	Additional Proposed hours	Additional Proposed Cost	Total Cost for Project
Project Management	1130	\$129,566	932.75	\$111,440	\$241,006
Analysis Requirements Design	500	\$57,330	1056.25	\$122.961	\$180,291
Construction	2507	\$287,453	1637.75	\$201,937	\$489,390
Testing	866	\$99,296	3397.75	\$420,199	\$519,495
Leveraged Solution			1184.45	\$141,597	\$141,597
TOTAL	5,003	\$573,644	8,208.95	\$998,134	\$1,571,778.68

^{*}The hours and associated estimated costs provided above are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed above. HPES will be reimbursed at the modification hourly rate for additional CSR Hours as described in Section 11 as modified by Amendment 5.

Therefore, the amended TMSIS contract value from Amendment 14 is:

Accumulative Total Cost: \$1,571,778.68 Amendment 15 TMSIS Increase: \$998,134

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VI. ICD10 PROJECT – REVISED

Project Overview

Background

The ICD is an international standard diagnostic classification system providing the basis for national morbidity and mortality statistical data collection to improve the management of healthcare. It is used to classify diseases and other health conditions that are documented on various types of medical records.

ICD-10 codes were originally slated to be required on all HIPAA transactions, including outpatient claims with dates of service and inpatient claims with dates of discharge on and after October 1, 2013. Since the beginning of this project CMS has delayed the ICD-10 implementation date twice, with the latest delay requiring ICD-10 codes to be implemented on October 1, 2015.

The transition to ICD-10 will impact every system, process, and transaction that contains or uses a patient diagnosis or ICD procedure code. The scope of this project is to implement the work effort required to remediate all the impacted systems, policies and processes to support both ICD-9 and ICD-10 code sets beginning October 1, 2015 for the Department of Vermont Health Access, (DVHA).

Objective

The goal of this project is to implement the remaining portions of the ICD-10 remediation project in 2015 and 2016. The identified activities are provider communication, provider end to end testing, mapping and system remediation updates, post deployment support, and Early Warning Indicators. This work was delayed due to the movement of the ICD-10 implementation date from 10/1/2014 to 10/1/2015. The Contractor will:

Project Scope

Contractor's Responsibilities

The below bulleted items are considered in-scope for the purposes of this SOW and are based on the projected work for 2015 and 2016 as currently agreed upon by the ICD10 project team. This list includes the Contractor's projected work for 2015 and 2016 within each major project activity.

- Provider Communication
 - o Preparation of pre and post deployment communication to the provider community starting 1/2015 through the end of March 2016.
 - \circ $\;$ Provider tracking through the use of the Provider Access database developed by B&A
- End to End Internal (DVHA) Testing
 - Phases included in this SOW: HP analysis of 3rd round of Phase II, (batch) testing and all of Phase III.
 - Based on the "DVHA Proposed Approach to ICD-10 Testing 7-18-14 mtg edits" document. Assuming 2 rounds for phase 1, 3 rounds for phase 2, and 2 rounds for phase 3.

- End to End Provider Testing
 - Update UAT environment with the following functionality
 - Web RA's (note: suspended claims will only show up on the RA of the week they were submitted)
 - Batch Claim Status
 - Weekly financial cycle (Thursday)
 - Daily cycles
 - Recipient eligibility updated daily
 - Provider eligibility make all providers eligible for testing period
 - Refresh all reference data at beginning of testing period
 - ICD10 Version of DRG Grouper
 - Turn off edit that keeps ICD10 claims from being submitted prior to 10/1/15
 - Update Web to show a different color background so providers know they are in UAT vs. Production
 - Create SQL to pull successful vs. non-compliant 270 test transactions (at Trading Partner Level) – raw output
 - o Access db updates with trading partners who have submitted front-end test files
 - Provider Communication
 - Instructions on how to test
 - Testing timeline
 - Expectations for what they can access and will receive after submitting a claim for testing
 - Information on where to find assistance, (DVHA/HP websites, FAQ's, etc)
 - o Access db updates with providers who have submitted claims into UAT
 - o UAT access for specified DVHA testers
 - Call center support
 - EDI support
- Mapping Updates effort necessary to update ICD-10 impacted MMIS lists, list attributes, or newly identified high priority lists
- System Remediation updates as needed to support End to End testing
- Post Deployment support
 - Call Center support 2 additional call center support personnel to assist with increased call volume for ICD-10
- Early Warning Indicators identify baselines and reporting frequency needed on current reports to monitor claim activity once ICD-10 goes live on 10/1/2015. Determine if current reporting thresholds are effective for ICD-10 reporting.

Out of Scope

Work toward the following items is not expected and will not be compensated under this agreement:

- End to End Provider Testing
 - UAT Functionality
 - Interactive Claim Status
 - Eligibility
 - Claims Resolution
 - Business Objects
 - 835's
 - Updating Access db with provider-level Front-End testing attempts
 - o Updating Access db with 'failed' Front-End testing attempts
 - Creating Test Claims
 - o Paper Claims testing
 - o Providing ICD10 codes to Providers
 - o ICD-9 to ICD-10 cross walk assistance to providers
 - o Provider training on how to code an ICD-10 claim
 - o Modeling with Vermont Hospitals this is being handled by B&A
 - o Paper-based reporting
 - o No other outputs other than those mentioned in the 'in-scope' above
 - Individual outreach to providers based upon testing activity, outside of Web-RA feedback
- Sister State Agency Readiness

Assumptions

- No significant changes to current scope
- Provider Communication
 - Provider tracking, communication, documentation, and other activities assigned to the ICD10 Coordinator do not exceed 1 FTE worth of effort per month for 12 months
 - Current scope of HP Provider Communication Plan (draft version 1.0) does not significantly change
- Internal End to End Testing Phase I, (UAT/Prod control) testing and first 2 rounds of Phase II, (batch) testing completed in 2014.
- Provider End to End Testing
 - \circ Testing open to all providers from May 2015 9/30/15
 - 5 SQL queries of moderate complexity or less for reporting on UAT MMIS data
 - o DVHA to provide requirements of each query to HP
 - Queries run weekly by HP and ICN's delivered to specified DVHA personnel via email
 - Increase in call volume due to End to End provider testing does not exceed 1 FTE for identified testing period
 - System support or claim analysis does not exceed 450 hours of work

- Post Deployment Call Center support
 - Call volume does not exceed the need for more than 2 additional call center support personnel for 12 months, (8/15 through 7/16)
- EDI Support does not exceed 280 hours (7/1/15 through 12/4/15)
- Early Warning Indicators from August 2015 through December 2015
 - o Current report structure or content is not significantly changed
 - Change in Claims denial rate
 - Change in Claims rejection rate (paper claims only)
 - Change in Suspend or Pend rate
 - Aged Claims Backlog
 - Monthly Denied Claims
 - Detailed Suspended Claims
 - New Suspense report
 - Weekly Suspend report

• General

- o ICD-10 code set implemented on 10/1/2015
- State resources are available in a timely manner and decisions are made according to agreed upon dates.
- Cost estimates are based on work estimated to start in January 2015 and extend through the end of July 2016.

Cost

The hours and associated estimated costs provided below are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed below. The retainer will only be utilized with DVHA's approval following the HP Change Management process.

Activity/Phase	Hours	Cost
Project Management	1860	\$209,715.00
Analysis Requirements Design	51	\$5,750.25
Construction	500	\$56,375.00
Testing (includes Provider Testing Support)	1350	\$152,212.50
Implementation	25	\$2,818.75
Provider Communication/ Materials	2536	\$285,934.00
Post Deployment Support	3650	\$411,537.50

EDI Support	280	\$31,570.00
Third Party Software		\$0.00
Other - Mapping	100	\$11,275.00
Retainer **	4912	\$584,642.53
2011 Work*	1610.75	\$177,182.50
Total	16874.75	\$1,929,013.03

^{*}Calculated at \$110.00 per hour. Original scope (\$5,102.388.00 / 45254 hrs) calculated at \$112.75 per hour. **4912 retainer hours – 67%, (3291 hrs) calculated at estimated 2015 rate of \$118.36 per hour; 33% (1621 hrs) calculated at estimated 2016 rate of \$120.37 per hour.

Therefore, the amended consolidated ICD10 contract value, (includes Amendments 11 – 15) is:

Accumulative Total Hours (Amend 11-15): 51976.75 Accumulative Total Cost (Amend 11-15): \$5,886,213.03

Amendment 15 ICD-10 Increase: \$809,179.53

VII. MEDICAL ASSISTANCE PROVIDER INCENTIVE REPOSITORY (MAPIR)

Core MAPIR Ongoing Development and Support:

The State of Vermont participated in the development of the core MAPIR application in coordination with State of Pennsylvania. The ongoing enhancements, support and maintenance of the Core MAPIR application will be reimbursed to HP on a quarterly basis throughout the term of the contract and/or until the State discontinues the use of the application. The annual pricing will be presented to the state through the MAPIR Collaborative no later than October 1st of the preceding year. However, by mutual agreement between the MAPIR Collaborative and HP and in accordance with the approved statement of work, pricing may be adjusted if the number of members in the MAPIR Collaborative increases or decreases. For planning purposes, HP provides the following payment schedule for December 2014 through 2016.

Scope of Work	Time Period	Payment Date	Quarterly Price
MAPIR – Core Enhancements, Ongoing Support and Maintenance	October-December 2014	December	\$63,487.62
	January-March 2015	March	\$63,487.62
	April-June 2015	June	\$63,487.62
	July-September 2015	September	\$63,487.62
	October-December 2015	December	\$63,487.62
	January-March 2016	March	\$63,487.62
	April-June 2016	June	\$63,487.62
	July-September 2016	September	\$63,487.62
	October-December 2016	December	\$63,487.62
Total			\$571,388.58

Therefore, the amended MAPIR CORE contract value from Amendment 14 is:

Accumulative Total Cost: \$507,900.96

Amendment 15 MAPIR CORE Increase: \$78,280.58

VT Specific MAPIR Integration/Customization:

The scope of this effort is specific to the integration of the Core MAPIR enhancements into the VT MMIS environment; any associated custom effort required for Vermont specific needs and ongoing production maintenance activities.

<u>Installation and Customization of Core MAPIR release(s) estimates for calendar years 2014 through 2016:</u>

MAPIR Installation and Customization	Hours*	2014 Estimated Cost	2015 Estimated Cost	2016 Estimated Cost
Environmental Changes (DB2/WebSphere/Stored procedures)	200	\$ 23,276.00	\$ 23,672.00	\$ 24,074.00
MAPIR Installation	120	\$ 13,965.60	\$ 14,203.20	\$ 14,444.40
State Configuration	80	\$ 9,310.40	\$ 9,468.80	\$ 9,629.60
Interface Development				
Additional Customization	220	\$ 25,603.60	\$ 26,039.20	\$ 26,481.40
Project Management				
Project Management	300	\$ 34,914.00	\$ 35,508.00	\$ 36,111.00
Testing				
Testing of Installation and Customization	120	\$ 13,965.60	\$ 14,203.20	\$ 14,444.40
VT Application Production				

Support				
Ongoing Technical Support of VT production environment	240	\$ 27,931.20	\$ 28,406.40	\$ 28,888.80
Grand Total Annual Estimates	1280	\$ 148,966.40	\$ 151,500.80	\$ 154,073.60
TOTAL FOR 3 YEARS				\$ 454,540.80

^{*}The hours and associated estimated costs provided above are estimates only. HPES will produce a monthly bill for the actual hours used each month. The bill will include the hours used for each activity listed below. HPES will be reimbursed at the modification hourly rate for additional CSR Hours as described in Section 11 as modified by Amendment 5.

Therefore, the amended MAPIR Customization contract value from Amendment 14 is: Accumulative Total Cost (Amendments 11-15): \$454.540.80 Amendment 15 MAPIR Customization Increase: \$89,923.80

VIII. PROVIDE TECHNICAL ASSISTANCE TO SUPPORT IMPLEMENTATION OF CMS REQUIREMENTS (AD HOC SECTION)

The Contractor will provide technical assistance to the Agencies of Human Services and Education, Departments, and providers in order to implement CMS or Vermont legislative requirements.

The budget for work under for task orders (Ad Hoc section) shall not exceed \$500,000 during the term of this Agreement.

1. Ad Hoc Task Order Process

- a. The State may initiate the process leading to a new task in support of this contract by requesting a proposal from the Contractor. The request will be prepared by the State and will include the following:
 - i. Project Contact
 - ii. Type of Activity (e.g., TMSIS, ICD-10, ACA, Provider Updates, MAPIR)
 - iii. Project Goal(s)
 - iv. Brief Description of Project
 - v. Project Deliverable(s)
 - vi. Estimated Project Duration/Phasing
 - vii. Description of Expected Timeline of Project
 - viii. Funding Source and Financial Responsible Party
- b. Technical Assistance may include, but shall not be limited to:
 - i. Revisions to memoranda of understanding, grant agreements and contracts
 - ii. Any added tasks toward, or further articulation of, current requirements that would cause an increase in duration and work effort by HP for what is currently defined in Amendment 15.
 - 1. Project Management
 - 2. Research and Analysis
 - 3. Design
 - 4. Construction
 - 5. Testing
 - 6. Implementation

- 7. Provider Communication
- 8. Requirements articulation and documentation
- iii. Development of business requirements
- iv. Preparation of provider outreach/educational materials
- v. Other design and implementation assistance, as defined by the State

2. Review and Finalization of Additional Tasks

Services performed pursuant to a task order clarify and expand upon tasks or scope of work already enumerated as according to the base agreement and following amendments. Task orders shall not be used to change the maximum amount under this agreement. Task orders may require a variance from the maximum amount appropriated for each task if clarifications or augmentations for tasks or provisions are deemed necessary by both parties (see below). Both parties recognize that the task order process does not obviate the need for State and federal regulatory review of amendments to the scope, budget, or maximum amount of this agreement.

Task orders are intended to clarify and augment the existing tasks or scope of work within this contract. Clarified and/or additional tasks under the Task Order section of this agreement shall be submitted, in the form of a request for a task order proposal to the Contractor by the State or to the State from the Contractor. Upon review of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). The Contractor has the right to submit modifications to, or decline to make a proposal for, any Request for Task Order Proposal submitted by the State. The State can submit modifications or deny proposed Task Order submitted by the Contractor. The final Task Order document shall receive approval by the State, and be signed by the Contractor; the State Authorized Representative, the Office of the Attorney General, and the DVHA Business Office. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. No task order may increase the maximum amount payable under this contract, substantially deviate from the scope of this contract, or deviate from any term in any part or attachment to or of this contract. The task order process shall not be used in lieu of the amendment process where an amendment is appropriate. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be pre-approved before any work shall begin. The State will not pay for services that are not previously approved in a Task Order by both authorized representatives listed within this section. The State Authorized Representative and the DVHA Business Office have final authority over whether or not a Task Order is initiated under this agreement.

A Task Order may assign a Project Manager, who will act as the Authorized State Representative, solely per that task and up to the maximum amount per that task. The Project Manager assigned to a specific Task Order is to sole person to assign work under to the Contractor under that particular Task Order.

Changes to a Task Order shall be accomplished by written modification as agreed to by both parties listed below and will be reflected in a new Task Order.

Task Orders must be approved by the parties listed below:

Lori Collins, Deputy Commissioner Department of Vermont Health Access STATE OF VERMONT, DEPARTMENT OF VERMONT HEALTH ACCESS CONTRACT FOR PERSONAL SERVICES HP ENTERPRISE SERVICES, LLC

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312 Hurricane Lane Williston, VT 05495 Lori.Collins@state.vt.us

Michael Hall, Associate CIO for Healthcare Department of Vermont Health Access 312 Hurricane Lane Williston, VT 05495 Michael.Hall@state.vt.us

Michelle A. Mosher, Contracts & Grants Administrator Department of Vermont Health Access 312 Hurricane Lane Williston, VT 05492 Michelle.Mosher@state.vt.us

Jared Bianchi, Assistant Attorney General Office of the Attorney General 103 S. Main Street Waterbury, VT 05671 Jared.Bianchi@state.vt.us

3. Project Deliverables

At the conclusion of a project assignment, the final deliverables/products prepared in accordance with what was agreed upon in the executed Task Order document will be submitted to the State. Acceptance of the deliverables/products by the State shall represent the Contractor's fulfillment of the project assignment. The State will have sixty days to acknowledge the final deliverables/products or to reject them. Rejection of the final deliverable regarding research projects will not be based on the failure to achieve particular results.

4. Ad-Hoc phone calls and e-mail communications from various State staff will not be paid for under this agreement unless previously approved with a Task Order by the Authorized Representatives of the State.

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ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.
- **3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- **6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

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7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

<u>Workers Compensation</u>: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

<u>General Liability and Property Damage</u>: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

<u>Automotive Liability</u>: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

<u>Professional Liability</u>: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$2,000.000. per occurrence, and \$4,000.000. aggregate.

- **8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- **9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is

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required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- **12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal

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within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

- **14. Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:
 - a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- **15. Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- **16.** No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- **17. Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.
- **18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

- **19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- **20. Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated"

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Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- 21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- **22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.

AHS -State of Vermont – Attachment C_3-1-2015_rev

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ATTACHMENT E BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Department of Vermont Heath Access** ("Covered Entity") and HP Enterprise Services, LLC ("Business Associate") as of 1/1/2004 ("Effective Date"). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. <u>Definitions</u>. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

"Agent" means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

"Breach" means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

"Business Associate shall have the meaning given in 45 CFR § 160.103.

"Individual" includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

"Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

"Services" includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

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"Subcontractor" means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. <u>Identification and Disclosure of Privacy and Security Offices.</u> Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

- 3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.
- 3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.
- **4.** <u>Business Activities</u>. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes

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identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. <u>Safeguards</u>. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

- 6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.
- 6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.
- 6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

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- **6.4** Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.
- **7.** <u>Mitigation and Corrective Action.</u> Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

- 8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.
- 8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1
- 8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.
- 8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).
- 8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity,

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notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

- 9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.
- **10.** Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.
- 11. <u>Amendment of PHI</u>. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.
- 12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.
- 13. <u>Books and Records</u>. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

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14. <u>Termination</u>.

14.1This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

- **16.** Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.
- **17.** <u>Security Rule Obligations</u>. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

- 17.1Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.
- 17.2Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.
- 17.3Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.
- 17.4Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

- 18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.
- 18.2Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.
- 18.3Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.
- 18.4In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

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18.5As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

(Rev: 9/21/13)

ATTACHMENT G AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

- 1. <u>Agency of Human Services Field Services Directors</u> will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.
- 2. 2-1-1 Data Base: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. Medicaid Program Contractors:

<u>Inspection of Records:</u> Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

<u>Subcontracting for Medicaid Services:</u> Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

<u>Medicaid Notification of Termination Requirements:</u> Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

<u>Federal Medicaid System Security Requirements Compliance</u>: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. Non-discrimination Based on National Origin as evidenced by Limited English Proficiency. The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights

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Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

- **5.** <u>Voter Registration</u>. When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
- **6. Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. Privacy and Security Standards.

<u>Protected Health Information:</u> The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

<u>Substance Abuse Treatment Information:</u> The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

<u>Social Security numbers:</u> The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

- 8. Abuse Registry. The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a) (3) & 33 V.S.A. §6911(c) (3)).
- 9. Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal

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law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. Intellectual Property/Work Product Ownership. All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. Security and Data Transfers. The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

- **12.** Computing and Communication: The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:
 - 1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
 - 2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

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The State will not supply e-mail accounts to the Contractor.

- **13.** <u>Lobbying.</u> No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.
- 14. Non-discrimination. The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. Environmental Tobacco Smoke. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10